

# REQUEST FOR BID

COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT

DATE: 5/6/2008

BID NO. J-113-Q

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**FAX BID TO (909) 387-2666  
By June 3, 2008 @ 2 PM**

Materials and/or Services: Pneumatic Compactor

For further information, call: ZACHARY AVEY

To Be Delivered To: County of San Bernardino  
Dept of Public Works  
7172 Tecumseh  
Big River CA 92242

Deputy Purchasing Agent  
(909) 387-2070

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing bid.
2. State brand of manufacture and model number on each item bid. If bidding manufacture and model other than that specified, attach specifications sheets for alternate product(s). Use of a brand name as part of specification by the County is not intended to restrict competition, but should be considered a point of reference in terms of product quality and design.
3. Quote on each item separately. Prices bid should be stated in units specified herein.
4. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If lead time varies on different items, the Vendor shall so state in the space provided.
5. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest bid.
6. Verify your bids before submission, as they cannot be withdrawn or corrected after being submitted.
7. Unless otherwise specified, the prices quoted herein do not include California Sales or Use Taxes.
8. Terms of less than 30 days for cash discount will be considered as net.
9. Bid must be signed by a responsible officer or employee of the Vendor's firm. Obligations assumed by such signatures must be fulfilled.
10. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted by the Vendor.
11. The County reserves the right, unless otherwise stated, to accept or reject any or all bids, or any part thereof, either separately or as a whole, or to waive any informality in a bid.
12. Samples of items, when required, shall be furnished at no charge to the County; and if not destroyed by tests, will upon request be returned at Vendor's expense.
13. Quotations are subject to acceptance at any time within 60 days after receiving of same, unless otherwise stipulated.
14. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not bid, state your reason; otherwise your name may be removed from the mailing list.
15. To be considered, each Vendor must be registered with the County Purchasing Department. Vendors must have registered online through the County website at [www.sbcounty.gov/purchasing/](http://www.sbcounty.gov/purchasing/)
16. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping documentation shows the consignee as San Bernardino County; as such documentation may be accepted as proof of the exempt character of the shipment.
17. Neither party shall be held liable for failure or delay of fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
18. In case of default by the Vendor, the County of San Bernardino may procure the product(s) or service from other sources and may deduct the unpaid balance due the Vendor, or may collect against the bond of surety, or may bill Vendor for excess costs so paid. Prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
19. Vendor's response to this Request for Bid is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
20. The Vendor guarantees that the goods supplied under this Request for Bid and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s). The Vendor assumes responsibility for damages caused by any defective units supplied and/or for breach of these warranties, including incidental and consequential damages that may arise.
21. Cost of transportation, handling, and/or inspection on deliveries which do not meet specifications shall be the responsibility of the Vendor.
22. Assignment of the agreement by the Vendor to other suppliers/contractors must be approved by the Purchasing Agent in writing.
23. The Vendor shall hold the County of San Bernardino, its officers, agents, servants and employees harmless and defend same from liability of any nature or kind on account of use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this bid.
24. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment, ADA, and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by this bid must conform with safety orders of OSHA, CALOSHA, and/or NIOSHA, and OSH-POD.
25. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for bid, pursuant to the provisions of the Labor Code of the State of California, Vendor shall pay no less than those minimum wages.
26. Vendors making delivery of goods or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.
27. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this Request for Bid.
28. Improper Consideration: Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to; cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this bid. Vendor shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the supervisor or manager charged with the supervision of the employee or to the County Administrative Office.

29. Employment of Former County Officials: Vendors are required to provide information on former County of San Bernardino administrative officials, as defined below, who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. "County administrative officer" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employees in the Exempt Group, Management Unit or Safety Management Unit.
30. Drug-Free Work Place: Vendor is in compliance with the Drug-Free Workplace Act of 1990 and has actions in place in accordance with Government Code Section 8355.
31. This Request for Bid is not an order. This request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made from this Request for Bid without a purchase order issued by the County Purchasing Department.
32. There will be no public opening or reading of this bid.
33. LOCAL PREFERENCE:  
The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

34. Vendor represents that the prices quoted to the County in this bid do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.
35. Award Disputes: In the event a dispute arises concerning the bid process or award of the bid, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, providing the following stipulations are met:
- a. Appeal must be in writing.
  - b. Must be submitted within ten (10) calendar days of the bid due date.

An appeal of a denial of award can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the Request for Bid or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Interim, Director  
County of San Bernardino Purchasing Department  
777 E. Rialto Ave.  
San Bernardino, CA 92415-0760

36. Electronic Fund Transfer Program: Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process FFT payments.

BID SHEET

| <u>ITEM NO.</u> | <u>PRODUCT OR SERVICE</u>   | <u>QUANTITY</u> | <u>UNIT</u> | <u>Price</u> | <u>TOTAL COST</u> |
|-----------------|---|-----------------|-------------|--------------|-------------------|
| 1               | Pneumatic Compactor Attachment:<br>90" Handy Hitch or equal, to fit a<br>Caterpillar 143H Motorgrader.<br><br>Warranty: _____<br>Delivery: _____ days | 1               | Ea          | \$           | \$                |

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Unless otherwise stated, all items will be considered F.O.B. Destination. If not, specify F.O.B. point  
\_\_\_\_\_ and estimated charges \$\_\_\_\_\_.

The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted hereon, at the price set opposite each item and delivered at the designated point(s) in the Request.

Date \_\_\_\_\_ Signed By \_\_\_\_\_ Print Name \_\_\_\_\_

Delivery will be made in \_\_\_\_\_ days  
from receipt of order.

Company \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Phone No. (       ) \_\_\_\_\_